

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Mingfei Zhu)	
)	
Plaintiff,)	Case No.: 24-cv-01139
v.)	
)	Judge: Hon. Virginia M. Kendall
The Partnerships and Unincorporated)	
Associations Identified in)	Magistrate: Hon. Beth W. Jantz
Schedule "A",)	
)	
Defendants.)	
)	

PRELIMINARY INJUNCTION ORDER

Plaintiff Mingfei Zhu ("Mingfei Zhu") filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, "Defendants") and using at least the domain names identified in Schedule A (the "Defendant Domain Names") and the online marketplace accounts identified in Schedule A (the "Online Marketplaces"). After reviewing the Motion and the accompanying record, this Court GRANTS Mingfei Zhu's Motion in part as follows.

This Court finds Mingfei Zhu has provided notice to Defendants in accordance with the Temporary Restraining Order entered March 26, 2023 ("TRO"), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Mingfei Zhu has provided a

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products infringing Mingfei Zhu's federally registered patent (the "Mingfei Zhu Patent") to residents of Illinois. In this case, Mingfei Zhu has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Mingfei Zhu Patent. *See* Docket Nos. 11 through 11-2, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois in violation of Mingfei Zhu's Patent.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Mingfei Zhu's previously granted Motion for Entry of a TRO establishes that Mingfei Zhu has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Mingfei Zhu will suffer irreparable harm if the injunction is not granted.

Specifically, Mingfei Zhu has proved a *prima facie* case of patent infringement because the Defendants incorporate the patented design of the D'857 patent to an article of manufacture. Additionally, Defendants are not licensed or authorized to use the Mingfei Zhu Patent. Furthermore, Defendants' continued and unauthorized use of the Mingfei Zhu Patent irreparably harms Mingfei Zhu through diminished goodwill and brand confidence, damage to

Mingfei Zhu's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Mingfei Zhu has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Mingfei Zhu Patent or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Mingfei Zhu product or not authorized by Mingfei Zhu to be sold in connection with the Mingfei Zhu Patent;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Mingfei Zhu product or any other product produced by Mingfei Zhu, that is not Mingfei Zhu's or not produced under the authorization, control, or supervision of Mingfei Zhu and approved by Mingfei Zhu for sale under the Mingfei Zhu Patent;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Mingfei Zhu, or are sponsored by, approved by, or otherwise connected with Mingfei Zhu; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Mingfei Zhu, nor authorized by Mingfei Zhu to be sold or offered for sale, and which infringe Mingfei Zhu's Patent.

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon Mingfei Zhu's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Mingfei Zhu expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial


institutions, including, without limitation, PayPal, Inc. (“PayPal”), Alipay, Wish.com, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon Mingfei Zhu’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Mingfei Zhu Patent.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants’ seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified below, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants’ assets until further order by this Court.
6. Mingfei Zhu may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to any e-mail addresses provided for Defendants by third parties. The combination of providing

notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

7. Plaintiff's Schedule A and Exhibits 2-3 to the Complaint [DOCKET NOs. 4 through 4-2], Exhibit 1 to Declaration of Mingfei Zhu [DOCKET Nos 11 through 11-2], Exhibit 2 to Declaration of Kevin Keener [DOCKET NO. 11-3] , and the TRO [DOCKET NO. 15] are unsealed.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
9. The \$10,000 bond posted by Mingfei Zhu shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:


VIRGINIA KENDALL
United States District Judge

Dated: April 23, 2024

Schedule A

Doe	Merchant Name	Merchant ID	Merchant Email
1	Aertiavty	A81E4ZAOCOR24	yaoyuanping880@163.com
2	Almencla US	A2C8XBVC2XSV8U	yonyemy550@hotmail.com
5	aooyao store	A3TOUZONR3V5N4	aooyaoous@aliyun.com
6	beauxx	A2FF1VUHFX1IKT	ratitudeb@163.com
7	ChengNuo-US	A11ILQ412HNTGH	a13924606122@yeah.net
9	Colcolo	A16K3SHNME32AS	wordzq11@hotmail.com
10	Corebes	A1USFZBK0N5SNW	corebes@hotmail.com
11	dagonghun	A10FDYQXNXIU3B	huanxius@outlook.com
12	D-FantiX Direct	A3JD8M5SUH8JHZ	liangxiaoxin_ok@163.com
13	Dingco	AW4LP7LA048V3	zcpanjunhao@outlook.com
14	Dremisland Direct	A1N5ASDIVW0EZQ	usmeggie1124@163.com
15	e5e10	A21X3MY6ORIU0C	xiaotianjuns@outlook.com
16	figatious/Baoblaze	ALU0CH1LRE4S2	hahawxt18@hotmail.com
17	flashpig	A2TYOQDR82AJ7C	hq-sunflower@outlook.com
18	ybbaby2018	5ba30e1873d934426dc8 cb04	zmw1995yeah@yeah.net
19	FUSHENFJ	AN8LRJZLSD0N	fushenganhouse@yeah.net
24	GuangYun Gongs	A1EBA5ESVBLF4L	dbncds@163.com
26	homozyUS	A1QYW3B53A0F19	mmdzz5@hotmail.com
27	hudm2y	A27UI2INBG4UHD	hudm2y@163.com
28	HYLANCE-US	A2PIXQHKR0RPCH	sl17679909204@yeah.net
29	ieBabay	A2FAUNGTSKFU1B	3576272502@qq.com
30	iHank	A13NM5D91FX9CP	ahthwh@hotmail.com
33	JOBOSI	A193FW6A1JQXMP	d3weiwei8899@163.com
37	kyoryuger US	A21KCAAZ15AFDN	shenzhenaerfu@163.com
38	liangfei-US	A125I20PIZI53H	3156983055@qq.com
39	LinXius	A1NLFHTI5NVDP6	saratrading1986@126.com
40	liukouuly	AQJZ71EIHTL0W	swlishhkjxsui@outlook.com
41	Longxingshuma	AUJ8LRXZ4WEZ0	lx13118842583@163.com
42	Lonulu	A3CHEDKTA88534	huahuacaocao@longlubusin ess.com
43	LuckyCoast	A10S9HX99D7AUM	jenniejian@foxmail.com
44	Maiwoda	A3JHFJSZL0PRU6	patrica.li@outlook.com
45	Maylai Deals	A3P51W248MO46I	ko464suui@sina.cn
45	Auksay US	A52PW94ZSZOLX	sunyanlianwu@aliyun.com
46	MBRFORCE	A2LYPY58FZ5Q8N	18065921604@163.com
47	menolanaUS	A2XL9F65VRE6S6	lettymy.mylove531@hotmail. com

48	MERIGLARE Direct/kesoto	A21K52GFF06WKB	bygtbz9@hotmail.com
52	mubenbeo	A1UFJK74GMCHNE	trutru547888@hotmail.com
53	muximaoyi	A1X927XNV7EHO7	suntm10@hotmail.com
54	Nirvaer	ABWL7E78XZ4YR	hjtpzcthq53@163.com
55	nmurieltta	A34P8KKQCQTK21	pantsbackandhave@163.com
56	No 5 Kitchen	A33UFLCO25GFIO	mingtong521@outlook.com
57	nusind	A3EOCXXW7J04X6	hokhoui@163.com
58	Onucsa	A3E91KSE513T6G	qianjiaouk@outlook.com
60	peacemindtrade	A1ZSJW2KI5WS1R	peacemindtrade@126.com
61	QCLILUA	A3NM0O3S00QATH	zymzrr@163.com
62	QIAOLUOBO	A1NBY5IP3Y6ND	qiaoluobo0307@sina.com
64	Shangzhan	A24LO3GWDTES9U	sunci_us@126.com
66	SHIMUU	A33HH3ELM8OFT0	lxs229593752@126.com
67	ShockLi	AQX99779BW87R	shockli2017@hotmail.com
68	Sideim	A3AV2MEIK8SQ89	15023676686@163.com
69	Siticoto	A3CP8YVJ2MAGKA	f2021ff@163.com
70	Snow star	A1SQTKBVH102G9	s17357933307@outlook.com
71	Strade e-Store	AH6IG80VAB55C	usst2014@gmail.com
72	Subtipy	AAWDZ5UTR745Z	morlimiao@163.com
73	SuchinmL	A2NND02IBX6O3V	uudo5555do@outlook.com
74	sui yang di	ALA6453YG6HGH	737795156@qq.com
75	SUNNIMIX	A2JCX8Z5PAIFQ3	country61music@hotmail.com
76	TaiSheng-US	A4JIMUDYWN4QG	lin281027@163.com
77	TATUFY	A2OD62SO7MA0PE	tatufy@163.com
78	TECHMILLY Store	A185GCW30CQPER	yiwuguanshi@163.com
79	Tinabless Come Store	A8SHQNHEY2B7G	tinawyt01@yahoo.com
80	TnaMew	A2XH30V1BEHKWA	qixueyw@outlook.com
82	TTSAM_meisam	APPNCQQZQ0FQH	2309236436@qq.com
83	Vakitar-m	A392YI9UIVL8CF	shenglungshangmao@163.com
84	VeYocilk	A1SBGSM63F68OW	henghangcs@outlook.com
85	Wadiue-US	A2DEKN8DORT2H4	wadiuese668@outlook.com
88	wyuanhda	A1AU2M3RMBKZT0	a13688922877@163.com
89	Xiecaiboe-US	A3EQ584CUG5OW4	yihaoneyuan@hotmail.com
90	Xuanenxianqunqunyifuzhuangy ouxiangongsi	A2NLDLTVQXNFOK	qunqunyi111@yeah.net
91	yadingchuangxinkeji	A1PSEPZPYU7KLK	yadingus@163.com
92	YAJIHOSK	AL4PBIWCRCLE	linelinkhuye@126.com

93	yanmeerA	A20PPVAILBA644	yanmeerfar@163.com
94	Yo Fish	A3CJ1WZ1FMI9O0	617980553@qq.com
95	yuekangya	A2B1LJBMU71FKP	chengluanfeng@sohu.com
97	Yunplan	A7F32KX4HDRXF	yunplan@outlook.com
98	Zexu Shop	A24O2SNXPTT92P	yangyangstoreus@outlook.com
99	Zhengruus	A2A5MQYNQ5G8YU	lanlin20212021@163.com
100	风逝九日商贸 (Cookx)	AAAKX2BLQVPS3	xiu804885390@163.com
101	Emmy-USshop; hard-archery	emmyusshop	emmygyy@outlook.com
103	focalmotors	focalmotors	deathfater@hotmail.com
104	Angrybaby	5b374d0848fca93ec19818be	dsvering@163.com
105	Aphooooorism	5b03b5410128756b1ece1280	aphhuang123@21cn.com
106	BaiFuXin	5da571bb5d73456ea47c466	cchenfeng2019@163.com
107	BeautifulLake	54d43e19c5cb4015cecf888f	yibaimaoyi2014@163.com
108	C9Dshop	58e6fe5ab5fde3105f62c10c	destshop9@163.com
109	ChenXinRue	5fe19a2bb4b85f11dfac067b	hatexing@163.com
110	dealstoday	5577ea1f0f835e1a06303fe6	dealstoday2016@outlook.com
111	GHJGHGH	5e7c2a06922b3231e8e6c76b	hairen519417@163.com
112	Globalmarket	53b79e4546188e74e15f7d68	15800394613@139.com
113	goldbless2019	5d4e258dae479644a93589e6	3607654872@qq.com
114	huiyamin	59300e9bad56b24679641b3f	huiyaming2016@163.com
115	huyan0817	5f45d1418f7286d8819d2862	f9n644@163.com
116	indianapolis	562f3fd6d0dee729201c5193	indianapolis001@outlook.com
117	jiangliRR	5c149f44d6de137dec617f6e	jianglirr@outlook.com
118	JinglianluanuW	5e60555a4755ccc17325abf3	jewlin12@hotmail.com
119	joeyyy	5b076eb6c721a9630e172601	alenkiseygool7766de@outlook.com
120	kangqiyongpinyou	5ec6673dc88c69b989b8f63b	huaxingkangche@126.com
121	keoshlunlun	5d5e37ce40defd18f326280d	sjkwertasun3214@sina.com

122	Lemon tree oe	582bf8df82c7bb03f5b1e842	18027657594@163.com
123	LL-Utopia	58b7f17cf1c0ab52773e1359	llutopia@yeah.net
124	loveryu	5f856895bde3a8f95128437a	nnueien@163.com
125	Master master	58380cc08108914cabd31f8f	13039016225@163.com
126	mengmengmaliu	5982e5f13eb22a5ace42d66b	goldmaking@163.com
127	qatsebcd	5f602c0c96c03e051a06e203	cucicity@163.com
128	Qeearsstore	5b209683daac454f9b94c685	zuoweick19zw@21cn.com
129	Soullmmate	5d3faa0d25e4ec39af823295	yetiantian2019@sina.com
130	sweetyourhome2019	5d5fb39d3d24b76fcec47892	2172546634@qq.com
131	TZAC	61603dfc70e3970314634dc8	tzatwy@163.com
132	WanDmaoStudio	5b80aefe114a101b23bff1d5	wanzihao2018@126.com
133	wuyanan52	6007934d64eae01e60613de3	cm76691536tanxi@163.com
134	xafuvogt	5f6c53b82ef0bd06aee72048	kazitoty@126.com
135	xuguangzhuang0907	60a9d95fb2412b82b64f916b	ngma348@163.com
136	Maylai Deals	A3P51W248MO46I	ko464suui@sina.cn